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CREDITORS' SUIT—ATTORNEYS' FEE.—That the fund reached by a general creditors' bill against an insolvent building and loan association is all absorbed by prior claims not secured by mortgage or other fixed lien, so that the one who has instigated it will receive nothing, is held, in *Campbell v. Providence Sav. & L. Soc.* (Tenn.), 54 L. R. A. 817, not to prevent the allowance of a reasonable attorney's fee to his solicitors out of the fund. With this case is a note reviewing the authorities as to the allowance of attorneys' fees out of the fund for attorneys of creditors who sue in behalf of themselves and other creditors.

RESERVATION OF TITLE TO PERSONAL PROPERTY—TRANSFER OF NOTE FOR PURCHASE MONEY.—Upon the transfer, to a third person for value, without recourse, of a promissory note for the purchase money of personal property, which contains a reservation of title to the property in the payee until the note is paid, it is held in *Burch v. Pedigo* (Ga.), 54 L. R. A. 808, that the title reserved for securing the payment of the debt is divested, and that if, at the time of such transfer, the title so held was not likewise transferred to the purchaser of the note as a security in his hands, it vests in the maker, and the transferee becomes an ordinary creditor of such maker.

CARRIERS—CONTRACTS—SHIPMENT OF GOODS AFTER THE STIPULATED TIME.—When time is made of the essence of a contract for the shipment of oranges under a contract of sale, acceptance of them when shipped after the stipulated time is held, in *Redlands Orange Growers Asso. v. Gorman* (Mo.), 54 L. R. A. 718, not to waive a right to damages caused by the delay.

With this case is a note reviewing the authorities as to effect of acceptance of goods as a waiver of damages for delay in delivery.

The question is discussed in the recent Virginia case of *Perry Tie & Lumber Co. v. Rennolds*, 4 Va. Sup. Ct. Rep. 198.

CRIMINAL LAW—ABORTION.—Neither the consent nor the entreaty of the pregnant woman to the prisoner's attempt to procure her miscarriage, nor the prisoner's reluctance or unwillingness to perform the operation, is a sufficient defense, if the criminal operation were actually performed by the prisoner. Under the Delaware statute, it is sufficient that an instrument be used with intent to produce a miscarriage, whether such intent were accomplished or not. *State v. Magnell* (Del.), 51 Atl. 606.

Section 3670 of the Code of Virginia seems substantially the same as the Delaware statute in question. It does not mention the use of an instrument *eo nomine*, but contains the broader expression, "or use any means with intent to destroy her unborn child."

MASTER AND SERVANT—DANGEROUS MACHINERY—DUTY OF MASTER TO INSTRUCT.—The law imposes upon the master the duty of giving proper instructions to a young and inexperienced servant employed about a dangerous machine, and those instructions must be sufficient to enable a person of his youth and inexperience to perform his duty with safety. The master is responsible for a neglect of this duty. *Welsh v. Butz* (Pa.), 51 Atl. 591. Citing *Tagg v. McGeorge*,